STATE OF MICHIGAN
IN THE SUPREME COURT

BRUCE MILLAR,

Plaintiff/**Appellant**,

v.

CONSTRUCTION CODE AUTHORITY, CITY OF IMLAY CITY, and ELBA TOWNSHIP,

Defendants/**Appellees**.

Supreme Court No. 154437
Court of Appeals No. 326544
Lapeer Circuit Court
Case No. 14-047734-CZ
Hon. Nick O. Holowka

_____/

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DEFENDANT/APPELLEE ELBA TOWNSHIP'S SUPPLEMENTAL BRIEF IN OPPOSITION TO PLAINTIFF/APPELLANT'S APPLICATION FOR LEAVE TO APPEAL

PROOF OF SERVICE

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TABLE OF CONTENTS

INDEX OF AUTHORITIES

Cases

Statutes

Rules

BASIS FOR SUPPLEMENTAL BRIEF

On September 15, 2016, Plaintiff/Appellant Bruce Millar filed an Application for Leave to Appeal, seeking this Court's review of the unanimous August 4, 2016 Court of Appeals unpublished opinion, which affirmed the trial court's grant of summary disposition in favor of all Defendants/Appellees and finding that Plaintiff/Appellant's claims under the Whistleblowers Protection Act, MCL 15.361 et seq, were barred by the Act's 90-day statute of limitations.

On May 19, 2017, this Court issued an order directing the Clerk to schedule oral argument on whether to grant Plaintiff/Appellant's application or take other action. This Court's order also required the parties to file supplemental briefs addressing "whether the plaintiff's claim under the Whistleblowers Protection Act was barred by the 90-day limitation period set forth in MCL 15.363(1)."

Defendant/Appellee Elba Township therefore submits this timely supplemental brief.

QUESTION PRESENTED

I. MCL 15.363(1) requires a claimant to file suit under the Michigan Whisteblowers Protection Act (WPA) "within 90 days after the occurrence of the alleged violation of this act." Was Plaintiff's WPA claim against Elba Township barred by the 90-day statute of limitations period set forth in MCL 15.363(1)?

Plaintiff-Appellant	says:	No.
Defendant-Appellee Elba Township	says:	Yes.
Trial court	said:	Yes.
Court of Appeals	said:	Yes.

INTRODUCTION

This Court has ordered supplemental briefs addressing whether the Plaintiff's claims under the Whistleblowers Protection Act (WPA) are barred by the 90-day statute of limitations set forth in MCL 15.363(1).

Here, Plaintiff argues that his claims accrued under the WPA when, on March 31, 2014, he received Defendant Construction Code Authority's March 27, 2014 letter notifying him that he would not be performing any further inspections at Elba Township or Imlay City because those municipalities had advised CCA that they no longer desired to have Plaintiff perform work there. The trial court and Court of Appeals, however, held that the Plaintiff's claims accrued under the WPA when each of the Defendants was alleged by Plaintiff to have engaged in wrongdoing that violated the WPA, and each of which was prior to March 31, 2014.

The Court of Appeals opinion was unanimous. No judge has been persuaded to adopt the Plaintiff's accrual by actual notice argument, rather, the lower courts have consistently and correctly followed MCL 600.5827's accrual of claim directive, and this Court's analysis of accrual under *Joliet v Pitoniak,* 475 Mich 30 (2006). The Court of Appeals unpublished opinion is not binding under stare decisis. MCR 7.215(C). Defendant/Appellee Elba Township again requests that this Court deny Plaintiff's Application for Leave to Appeal.

ARGUMENT

I. Plaintiff's claim against Elba Township under the Whistleblowers Protection Act is barred by the 90-day statute of limitations period set forth in MCL 15.363(1).

The question at issue seems relatively straightforward: Was Plaintiff's claim against Elba Township under the Whistleblowers Protection Act (WPA) barred by the 90-day statute of limitations set forth in MCL 15.363(1)? Both the trial court and Court of Appeals correctly answered: Yes.

MCL 15.363(1) states: "A person who alleges a violation of this act may bring a civil action for appropriate injunctive relief, or actual damages, or both within 90 days after the occurrence of the alleged violation of this act." Therefore, the answer to the question at issue hinges on *when* "the occurrence of the alleged violation of" the WPA occurred under MCL 15.363(1). This Court has recognized that "[t]he most complicated problem associated with statutes of limitation… is that of determining when they begin to run." *Stephens v Dixon,* 449 Mich 531, 534 (1995).

The WPA prohibits an employer from discharging, threatening, or otherwise discriminating against an employee regarding his/her compensation, terms, conditions, location, or privileges of employment because the employee reports or is about to report a violation or suspected violation of law to a public body. MCL 15.362. Plaintiff argues that "the occurrence of the alleged violation" of the WPA, as to all Defendants, is measured from the time he received actual notice and therefore discovered that CCA would no longer be sending him to perform inspections for Elba Township or Imlay City; that being March 31, 2014. In contrast, Elba Township and the other Defendants argue that "the occurrence of the alleged violation" under MCL 15.363(1) is measured by "the

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time the wrong upon which the claim is based *was done* regardless of the time when damage results," *Joliet v Pitoniak,* 475 Mich 30, 36 (2006) (emphasis in original), quoting MCL 600.5827; that being each of the different dates that each of the different Defendants are alleged to have retaliated against the Plaintiff. For Elba Township, the Complaint identified the Township's March 11, 2014 letter formally requesting that CCA no longer send Plaintiff to perform inspections within the Township. (Complaint, paragraphs 17(a), 25; Complaint Ex D, 3/11/14 Twp. letter).

The WPA does not contain a specific accrual of claim provision to identify when a claim under the WPA accrues. But the Revised Judicature Act, MCL 600.5827, provides an "accrual of claim" provision stating: "**Except as otherwise expressly provided,** the period of limitations runs from the time the claim accrues. The claim accrues at the time provided in sections 5829 to 5838, **and in cases not covered by these sections the claim accrues at the time the wrong upon which the claim is based was done regardless of the time when damage results**." (Emphasis added).

MCL 600.5827 applies to claims under the WPA because the WPA does not "otherwise expressly provide" when a claim accrues, and because WPA claims are not covered by sections 5829 to 5838 (MCL 600.5829 to MCL 600.5838).

First, although the WPA contains its own statute of limitations, it does not otherwise expressly provide when its 90-day period of limitations begins to run, except to state that a claim must be brought within 90 days after "the occurrence of the alleged violation" of the WPA. MCL 15.363(1).

Second, a claim under the WPA is not covered by sections 5929 to 5838, which all contain specific accrual language applying to each type of claims for:

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- Sec. 5829: Right of entry or recovery of possession of land.

- Sec. 5831: Mutual and open account current. "[T]he claim accrues at the time of the last item proved in the account."

- Sec. 5833: Breach of warranty of quality or fitness. "[T]he claim accrues at the time the breach of warranty is discovered or reasonably should be discovered."

- Sec. 5834: Common carriers; charges; overcharges. "[T]he claim in respect to each shipment of property accrues upon the delivery or tender of the shipment of property and not afterwards."

- Sec. 5835: Life insurance; presumption of death. "[T]he claim accrues at the end of the 7 years, for the purpose of computing the running of the period of limitations."

- Sec. 5836: Installment contracts. "The claims on an installment contract accrue as each installment falls due."

- Sec. 5827: Alimony. "The claims for alimony payments accrue as each payment falls due."

- Sec. 5838: Malpractice. "[A] claim based on the malpractice of a person who is . . . a member of a state licensed profession accrues at the time that person discontinues serving the plaintiff in a professional or pseudoprofessional capacity as to the matters out of which the claim for malpractice arose, regardless of the time the plaintiff discovers or otherwise has knowledge of the claim."

Therefore, when applying the "accrual of claims" provision of MCL 600.5827: (1) the WPA does not otherwise expressly provide for a specific accrual of claim; and (2) a claim under the WPA is within the category of cases not covered by sections 5829 to 5838; thus, "the claim accrues at the time the wrong upon which the claim is based was done regardless of the time when damage results." This Court has stated that "[t]he wrong is done when the plaintiff is harmed rather than when the defendant acted." *Boyle v GMC,* 468 Mich 226, 231, n5 (2003); *Trentadue v Gorton,* 479 Mich 378, 388 (2007).

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In *Joliet,* the plaintiff filed claims for violations of the Elliott-Larsen Civil Rights Act (ELCRA), breach of contract, and misrepresentation. *Joliet,* 475 Mich at 31. The plaintiff claimed that the defendants had discriminated against her from 1997 to 1998, leading to her constructive discharge when she sent her resignation on November 30, 1998. *Id.* at 32-33. At issue was whether the plaintiff's claims accrued on the dates that the alleged discriminatory acts or misrepresentations occurred, or on the plaintiff's last day of work before she resigned and claimed to have been constructively discharged. *Id.* at 31-33.

In analyzing the question, this Court applied MCL 600.5827's accrual of claim to MCL 600.5805(10)'s three-year statute of limitations to discern "[o]n what dates did plaintiff's claims accrue, and when did the period of limitations begin to run." *Joliet,* 475 Mich at 35-36.[1] The *Joliet* Court stated that the plaintiff's claims were barred **"[u]nless they were brought within three years of the date the claims accrued, which is the date of the alleged wrongdoing.**" *Id.* at 36 (emphasis added). The *Joliet* Court ultimately held that "[a] claim of constructive discharge for a separation from employment occurring after the alleged discriminatory acts cannot serve to extend the period of limitations for discriminatory acts committed before the termination. *Id.* at 32. As a result, the plaintiff's claims under the ELCRA were time-barred because, although they were brought within three years of when she resigned, they were not brought within three years of when her former employer's alleged wrongdoings occurred. *Id.* at 41-45.

In reaching its holding, the *Joliet* Court distinguished *Collins v Comerica Bank,* 468 Mich 628 (2003) (a case that did not involve a constructive discharge allegation),

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[1] At the time *Joliet* was decided, the three-year statute of limitations was found at MCL 600.5805(9). Subsequent amendments to MCL 600.5805 reclassified the language of Sec. 5805(9) to Sec. 5805(10). See, *Joliet,* 475 Mich at 32, n2.

reaffirmed its holding in *Magee v DaimlerChrysler Corp,* 472 Mich 108 (2005) (a case involving an allegation of constructive discharge), and overruled *Jacobson v Parda Fed Credit Union,* 457 Mich 318 (1998) (a case involving an allegation of constructive discharge in violation of the WPA). *Joliet,* 475 Mich at 37-42.

In *Jacobson,* the plaintiff filed suit under the WPA on January 19, 1990, 90 days after writing and sending her October 21, 1989 letter of resignation to her employer. Her lawsuit alleged she had been constructively discharged in violation of the WPA for reporting to the FBI her suspicions that her employer may have filed a fraudulent bond claim with its insurer. *Jacobson,* 457 Mich at 320-322. The *Jacobson* Court held that the plaintiff alleged and proved at trial that her employer acted in violation of the WPA within the limitations period. *Id.* at 320. In doing so, that Court first looked to determine whether the plaintiff had stated a claim regarding any events occurring within the 90-day limitations period before she filed her lawsuit. *Id.* at 324-325. The *Jacobson* Court ultimately determined that the plaintiff presented sufficient evidence for a juror to conclude that her working conditions were so intolerable that a reasonable person in her position would have felt compelled to resign as of October 21, 1989, and therefore, that is when her claim accrued under the WPA. *Id.* at 325-330.

In overruling *Jacobson,* this Court in *Joliet* pointed out the flawed logic in *Jacobson* – to wit - "Although the plaintiff's voluntary resignation was compelled by discriminatory acts that had occurred more than 90 days *before* filing her lawsuit, the majority found that her WPA claim was timely filed." *Joliet,* 475 Mich at 39 (emphasis in original). The *Joliet* Court went on to favorably cite the dissenting opinion in *Jacobson,* which distinguished the employer's motivating adverse employment action from the employee's response to

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that alleged WPA violation, and emphasized that the WPA limitations period runs on the "occurrence of the alleged violation of this act," and not from the time a plaintiff responds to an alleged WPA violation. *Joliet,* 475 Mich at 39-40, quoting *Jacobson,* 457 Mich at 337 (Taylor, J., dissenting). The *Joliet* Court went on to state that ***Jacobson's*** statute of limitations analysis under the WPA was inconsistent with and contrary to the statute of limitations analysis in *Magee,* and that *Magee* was "more faithful in construing the plain language of the statute of limitations under the CRA than *Jacobson* was in construing the WPA statute of limitations. *Joliet,* 475 Mich at 40. Thus, the *Joliet* Court concluded that, pursuant to the text of MCL 600.5827, the relevant date for the period of limitations was not the plaintiff's last day worked, but the date of the last discriminatory incident or misrepresentation. *Joliet,* 475 Mich at 41.

Analyzing Plaintiff Millar's WPA claims through this lens leads to the conclusion that his claim against Elba Township is time-barred because Elba Township's alleged retaliatory act occurred March 11, 2014, when it notified CCA, through a March 11, 2014 letter, that it did not wish for Plaintiff to continue performing inspection work in its jurisdiction. (Complaint, paragraphs 17(a), 25; Complaint Ex D, 3/11/14 Twp. letter). The harm to Plaintiff resulted at that time, or at the very least, by the time of CCA's March 27, 2014 letter notifying Plaintiff he would not be inspecting in Elba Township anymore.

Plaintiff's Affidavit in Opposition to Motions for Summary Disposition in the trial court alleges that he last performed inspections in Elba Township on March 17, 2014, and that CCA's March 27, 2014 letter notified him that he would not be returning to Elba Township to perform inspections, but that he was not actually aware that he would not be

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returning to Elba Township until March 31, 2014, when he actually received CCA's March 27, 2014 letter (Plf. Affidavit, para. 1-3).

Even when taking these facts in a light most favorable to the Plaintiff, the harm from Elba Township's March 11, 2014 letter befell him at the very latest between March 17, 2014 (the time he last actually worked in the Township) and March 27, 2014 (when CCA wrote the letter advising that he would not be returning to Elba Township).

Plaintiff Millar argues that the application of *Joliet* in determining the accrual date in this case is improper because *Joliet* involved a constructive discharge case under the civil rights act, whereas this case does not. Plaintiff instead argues that *Collins v Comerica Bank*, 468 Mich 628 (2003) controls, because *Collins* involved a discriminatory discharge and not a constructive discharge.

In *Collins,* this Court analyzed whether a claim of discriminatory discharge under the ELCRA accrued on the date of an employee's suspension whereby the employer began an investigation into the employee's conduct, or whether the claim accrued as a result of the employee's discharge several weeks later after the employer completed its investigation. *Collins,* 468 Mich at 629-630. Notably, during the period of the *Collins* plaintiff's suspension, she was required to "be available during normal working hours." *Id*.

This Court in *Collins* held that "a claim for discriminatory discharge cannot arise until a claimant has been discharged." *Id*. at 633. Because no decision had yet been made about the plaintiff's employment as of her last date of work, the Court held that the plaintiff's ELCRA claim accrued when the she was later discharged. *Id.* at 632-634.

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The *Collins* Court distinguished the case of *Parker v Cadillac Gage Textron, Inc*, 214 Mich App 288 (1995), where, in *Parker*, the Court of Appeals held that the plaintiffs last day worked was the date of discharge and the date their discriminatory discharge claim accrued, and not the "effective date" of separation from their employment due to subsequent severance or vacation pay. *Collins,* 468 Mich at 631-632, citing *Parker,* 214 Mich App at 290.

In this case, Plaintiff's Complaint alleges that CCA's March 27, 2014 letter terminated him from performing inspections in Elba Township and Imlay City. (Complaint, paragraphs 18, 20). But because he did not receive that letter until March 31, 2014 (Complaint, paragraph 27; Plf. Affidavit, paragraph 1), Plaintiff argues that March 31 was his termination date, and that applying *Collins,* his claim accrued when he learned his services were terminated in Elba Township and Italy City. Yet, in *Collins,* this Court did not address whether the plaintiff's discriminatory discharge claim accrued when she was notified of her discharge, or when her employer decided to discharge her, or whether those dates coincided in that case.

In an effort to extend the occurrence date of the alleged violation(s) under the WPA, Plaintiff asks this Court to adopt an accrual date based measured from when he had actual notice of CCA's March 27, 2014 letter stating he was not going to perform any further inspections at Elba Township. This notice or receipt date sought to be applied by the Plaintiff falls squarely within the disavowed common law discovery rule, which held that "a claim does not accrue until a plaintiff knows, or objectively should know, that he has a cause of action and can allege it in a proper complaint." *Trentadue v Gorton*, 479 Mich 378, 389 (2007), citing *Moll v Abbott Laboratories*, 444 Mich 1, 16-17 (1993). The

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common law discovery rule was retroactively abrogated by this Court, except for certain statutory claims that are expressly provided under Michigan law. *Trentadue,* 479 Mich at 389-390. The types of claims that allow tolling provisions based upon discovery by a plaintiff are noted in MCL 600.5827, and includes claims for malpractice (MCL 600.5838) and breach of warranty (MCL 600.5833). Tolling is also applied when a claim is fraudulently concealed under MCL 600.5855.

In *Trentadue*, this Court determined that the discovery rule may not be applied to toll accrual of a claim in avoidance of the plain language of MCL 600.5827. *Trentadue*, 479 Mich at 391-392. "Courts may not employ an extrastatutory discovery rule to toll accrual in avoidance of the plain language of MCL 600.5827. *Id*. Because the discovery rule may not be read into clear statutory language, the adoption of the discovery rule into the WPA would require legislative action. To adopt Plaintiff's argument that his receipt of or actual notice of CCA's March 27, 2014 letter is the accrual date for purposes of an alleged WPA violation, one of two things must occur.

First, the legislature could re-write the WPA to establish an accrual date based upon a claimant's actual notice of an alleged WPA violation or when it reasonably should have been discovered. The legislature has similarly provided specific accrual dates based upon discovery of certain claims, such as medical malpractice and breach of warranty. *See* MCL 600.5838a and MCL 600.5833. Also, by way of example, Texas has enacted a WPA type of statute that recognizes the discovery rule as the accrual date for an alleged WPA type of violation. Texas law allows a governmental employee to bring a whistleblower's claim within 90 days of the occurrence of the alleged violation or when

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the alleged violation "was discovered by the employee through reasonable diligence." *See* Tex. Gov Code § 554.005.

Unlike the language of the Texas statute, or of MCL 600.5838a and MCL 600.5833, Michigan and several other states' whistleblower statutes focus instead on the occurrence date of the alleged violation by the employer, not when the employee discovered the alleged violation. Similar to Michigan's WPA, Pennsylvania's whistleblower law requires a claim to be brought within 180 days "after the occurrence of the violation." 43 Pa. Stat. Ann. § 1424(1). Kentucky allows a claim to be brought "within ninety (90) days after the occurrence of the alleged violation." Ky. Rev. Stat. § 61.103. Oregon law requires that a claim be brought "within 90 days after the occurrence of the alleged violation." ORS 659.510. Ohio requires a claim to be brought "within one hundred eighty days after the date the disciplinary or retaliatory action was taken…" Ohio Rev Code § 4113.25.

The second possibility would be for the legislature to resurrect the discovery rule that was abrogated in *Trentadue*, *supra*. The common law discovery rule previously allowed claimants to toll limitations periods until the claimant learned of a cause of action: a "claim does not accrue until a plaintiff knows, or objectively should know, that he has a cause of action and can allege it in a proper complaint." *Trentadue,* 479 Mich at 389, citing *Moll v Abbott Laboratories*, 444 Mich 1, 16-17 (1993). As stated above, however, the discovery rule is not applicable to a statutory claim unless expressly provided, *Trentadue*, 479 Mich at 391-392, and the WPA does not expressly provide for a discovery rule to trigger accrual of a claim under that Act. MCL 15.363(1).

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The discovery rule is similar to the notice and receipt accrual basis sought to be applied by the Plaintiff in this case. Here, Plaintiff seeks to apply the accrual date of March 31, 2014, which is when he received CCA's March 27, 2014 letter and first actually learned that Elba Township and Imlay City did not wish to have him performing inspections in their municipalities any more. Yet, the harm to the Plaintiff was already done by then. Plaintiff does not allege that he continued to work at Elba Township (or Imlay City) after March 27, 2014. Rather, the March 27, 2014 letter from CCA merely informed Plaintiff why his "services are no longer needed within the Township limits of Elba or within the City limits of Imlay City," based on notification from those communities that "they no longer wish for you to act" as their inspector. (Complaint, Ex C, 3/27/14 CCA letter).

This Court has recently analyzed a case involving the accrual date for a claim involving LLC member oppression. In *Frank v. Linker*, __ Mich __, MSC No. 151888 (decided May 15, 2017); 2017 Mich LEXIS 912, this Court determined that there is a distinction between personal injury claims and claims expressly provided for under Michigan law for purposes of determining when a claim accrues. Because there was no express accrual language in MCL 450.4515, the *Frank* Court applied MCL 600.5827 to determine the date the plaintiffs' claim accrued, stating:

> This Court has held that the date of the "wrong" referred to in MCL 600.5827 is "the date on which the defendant's breach harmed the plaintiff, as opposed to the date on which defendant breached his duty." *Moll*, 444 Mich at 12, citing *Connelly*, 388 Mich 150 (1982). Therefore, in order to determine when plaintiffs' actions for LLC member oppression accrued, this Court must determine the date on which plaintiffs first incurred the harms they assert. The relevant "harms" for that purpose are the actionable harms alleged in a plaintiff's cause of action. [*Frank* at *18].

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In applying the accrual statute (MCL 600.5827), this Court in *Frank* sought to determine "the date on which the plaintiffs first incurred the harms they assert. The relevant 'harms' for that purpose are the actionable harms alleged in a plaintiff's cause of action." *Frank* at *18. The *Frank* Court distinguished claims involving claims arising from tortious injury, such as personal injury, from other claims such as LLC member oppression. *Id*. at 22. Because the claim in *Frank* did not involve a tortious injury, this Court stated that the actionable harm under the LLC member oppression statute (MCL 450.4515) "does not necessarily accrue when a plaintiff incurs a calculable financial injury" but when a plaintiff incurs the "actionable harm under MCL 450.4515, i.e., when the defendants' actions allegedly interfered with the interests of a plaintiff as a member, making the plaintiff eligible to receive some form of relief under MCL 450.4515(1)." *Id*.

Similar to the claim in *Frank,* this case does not involve a claim for personal injury, but rather a statutory violation under the WPA. Like the statute at issue in *Frank,* here, the WPA also does not provide express language for when a claim accrues. Therefore, this Court looks to MCL 600.5827 and the express provisions of the WPA to determine when the Plaintiff incurs actionable harm under the WPA. Applying the *Frank* analysis, the date on which Plaintiff first incurred actionable harm alleged against Elba Township under the WPA is when, on March 11, 2014, Elba Township issued its letter to CCA requesting that Plaintiff Millar not return for inspections at the Township. Plaintiff's Complaint does not allege that Elba Township violated the WPA in any other manner. (Complaint, paragraph 17(a), 18, 25). Plaintiff's Affidavit claims that, after March 11, 2014, he returned to Elba Township to perform work on March 14 and March 17, but he does not claim to have worked in the Township after that time. (Plf. Affidavit, paragraph 3).

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Also, by the time of CCA's March 27, 2014 letter, the "harm" had already occurred. As the March 27 letter stated, CCA had already administratively decided to inform Plaintiff that his services were no longer needed in Elba Township (and Imlay City).

The "wrong" under MCL 600.5827 occurs when "the defendant's breach harmed the plaintiff…" *Moll*, 444 Mich at 12. The "wrong" under the WPA is the "occurrence of the alleged violation of this act." MCL 15.363(1). A violation of the WPA occurs when an employer "discharge[s], threaten[s], or otherwise discriminate[s] against an employee" for reporting a violation or suspected violation of law to a public body. MCL 15.362.

There is no language in the WPA to support Plaintiff's argument that a claim accrues only after he discovers, learns, or receives actual notice of the alleged violation. Because MCL 600.5827 and the WPA do not expressly provide for the application of the common law discovery rule to Plaintiff's WPA claim, the statute of limitations in this case is not tolled through March 31, 2014, when Plaintiff learned of the Township's March 11, 2014 request, and CCA's March 27, 2014 administrative decision to inform him that he would not be returning to the Township.

As a result, Elba Township's alleged violation of the WPA occurred on March 11, 2014 (when it made the request to CCA), or at the latest on March 27, 2014 (when CCA issued its letter). Because Plaintiff failed to file his claim within 90 days of either of those dates, his WPA claim against Elba Township is barred by the 90 day statute of limitations. The trial court and Court of Appeals did not err when they both came to that conclusion.

RELIEF REQUESTED

Defendant-Appellee ELBA TOWNSHIP respectfully requests that this Honorable Court deny Plaintiff-Appellant Millar's Application for Leave to Appeal.

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PROOF OF SERVICE

The undersigned hereby states that Defendant/Appellee Elba Township's Supplemental Brief (MOAA), and this Proof of Service, was served on all attorneys of record on June 30, 2017, through this Court's TrueFiling service.

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